SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among The Savanna Group, Inc. ("Savanna" or "Plaintiff"), on behalf of itself and a settlement class of similarly-situated persons (identified herein as the "Settlement Class"), and Trynex, Inc. ("Trynex" or "Defendant"). The parties to this Agreement are collectively referred to as the "Parties." This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

WHEREAS, Plaintiff and Trynex are parties to a civil action entitled *The Savanna Group, Inc. v. Trynex, Inc.*, Case No. 10-cv-7995, pending in the United States District Court for the Northern District of Illinois ("the Litigation"); and

WHEREAS, Plaintiff alleges on behalf of itself and a putative class that Trynex violated the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, and FCC regulations by faxing advertisements without the prior express invitation or permission of Plaintiff or the putative class members or without a valid opt-out notice; and

WHEREAS, Trynex denies all liability for the claims made in the Litigation; and

WHEREAS, Plaintiff's attorneys have investigated the relevant facts and researched the law relating to the Litigation, determining, among other things, that Trynex successfully sent a facsimile advertisement to 8,199 different fax numbers in December 2006; and

WHEREAS, without admitting or conceding any wrongdoing or liability, and solely to avoid the inconvenience and expense of further litigation, Trynex has agreed to settle all claims, demands, and liabilities between Trynex, Plaintiff and the Settlement Class, including all claims that have been asserted, or could have been asserted, in the Litigation; and

WHEREAS, Trynex was insured by Hartford Fire Insurance Company and Hartford Casualty Insurance Company (collectively, "Hartford") during December 2006. Specifically, Hartford Fire Insurance Company issued Trynex a Special Multi-Flex Policy Number 35 UUN CU2953 for the policy period of March 31, 2006 to March 31, 2007, which includes commercial general liability coverage and Hartford Casualty Insurance Company issued Trynex an Umbrella Liability Policy Number 35 RHU RT2200 for the policy period of March 31, 2006 to March 31, 2007; and

WHEREAS, Hartford initiated coverage litigation in the United States District Court for the Northern District of Illinois that was subsequently transferred to the United States District Court for the Eastern District of Michigan; and

WHEREAS, the Parties understand and contemplate that Trynex and Hartford will enter into an Agreement (the "Hartford/Trynex Agreement") which will set forth Hartford's and Trynex's respective obligations with regard to Trynex's obligations under this Agreement as well as resolving all insurance coverage issues; and

WHEREAS, Trynex and Hartford have agreed to make available $2,550,000.00 to fund the settlement, which shall be available to pay class members who submit valid claims as further defined herein, to pay fees and out-of-pocket litigation expenses to Plaintiff's counsel, to pay an incentive award to Savanna, and to pay the costs of notifying the Settlement Class and administering the settlement (the "Settlement Fund"); and

WHEREAS, Plaintiff and Class Counsel have concluded that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving this Litigation, after considering (1) the benefits the Settlement Class will receive under this settlement, (2) the fact that Trynex has demonstrated that it will vigorously oppose the claims asserted in the Litigation if the settlement is not approved, (3) the insurance coverage issues; (4) the fact that Trynex has demonstrated that its financial ability to fund a classwide settlement is limited; and (5) the attendant risks, costs, uncertainties, and delays of litigation; and

WHEREAS, the settlement reduced to writing in this Agreement was negotiated among the Parties in good faith and at arm's length; and

WHEREAS, the Parties stipulate and agree that the claims of Plaintiff and the entire Class should be and are hereby compromised and settled, subject to the Court's approval, upon the following terms and conditions:

1. Settlement. This Agreement is entered into to resolve all disputes among Trynex, on the one hand, and Plaintiff and the Settlement Class on the other. The assertions, statements, agreements and representations made herein are for purposes of settlement only and the Parties expressly agree that, if the settlement is not finally approved, this Agreement is null and void and may not be used by any of the Parties for any reason.

2. The Settlement Class. The Parties agree to certify the following settlement class, which is the same as the class already certified by the Court in its February 20, 2013 Order (the "Class"):

> All persons who were successfully sent a facsimile on December 19, 2006 or December 20, 2006, from "SnowEx … Leaders in Ice Control" promoting the "best built … best backed" salt spreaders, offering "50% off on extended warranty for all of our spreaders purchased in December, 2006 and January, 2007," and instructing interested recipients to "Call 1-800-Salters for more information."

Excluded from the Settlement Class are Trynex, any parent, subsidiary, affiliate or controlled person of Trynex, as well as the officers, directors, agents, servants or employees of Trynex and the immediate family members of such persons, the named counsel in this litigation, any member of their office and/or firm, any licensed insurance company, and the members of the federal judiciary. The parties further agree that Plaintiff is the "Class Representative" and that

Brian J. Wanca of Anderson + Wanca and Phillip A. Bock of Bock & Hatch, LLC are "Class Counsel."

3. Preliminary Approval and Class Notice. Within 7 days after execution of this Agreement, Plaintiff will file an agreed motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an "Order Preliminarily Approving Class Action Settlement and Approving Class Notice" in the form attached hereto as Exhibit 1 (the "Preliminary Approval Order"). Additionally, Plaintiff will request that the Court approve a "Notice of Class Action and Proposed Settlement with Attached Claim Form" in the form attached hereto as Exhibit 2 (the "Notice"), and request that the Court permit the parties to send that notice to the Settlement Class by facsimile transmission, and direct mailing by U.S. mail to class members to whom facsimile transmission is unsuccessful after three (3) attempts.

4. The Settlement Fund. Trynex (and Hartford) have agreed to make $2,550,000 available to settle this case (the "Settlement Fund"). As a measure of security for Plaintiff and the Class, Trynex and Hartford will place the sum of $1,150,000 into an escrow account (the "Escrow Funds") for the benefit of the Class upon the signing of this Agreement. Upon Final Approval, the Escrow Funds will be used first to pay the sums due under this Agreement. Trynex is not required to place the remaining portion of the Settlement Fund into a separate bank account. Any portion of the Settlement Fund that is not paid to claiming class members, to the Settlement Class Representative, or to Class Counsel shall revert to and be kept by Trynex or Hartford, as agreed by them in the Hartford/Trynex Agreement. Trynex shall not be responsible for any payments or obligations other than those specified in this Settlement.

5. The Settlement Administrator. To minimize costs, Class Counsel agree to

serve as the "Settlement Administrator," and therefore will cause the class notice to be sent as ordered by the Court, receive the claim forms, assist class members in completing and submitting forms, approve the claims to be approved, and provide a list of the approved claims to Trynex.

6. Notice. The Parties will cause the Settlement Administrator to send the Notice by facsimile to the phone numbers of the Settlement Class members identified in the Expert Report of Robert Biggerstaff ("the Report"). The Settlement Administrator shall send the Notice by first class U.S. mail to the last known address of any class member for whom a mailing address is available and to whom fax notice is unsuccessful after three (3) attempts. Notice shall be sent within 7 days of preliminary approval.

7. CAFA Notices. Within ten (10) days of filing this Settlement Agreement with the Court, Trynex's counsel will cause the notice of the settlement required by the Class Action Fairness Act, 28 U.S.C. 1717(b), to be issued to the Attorney General for the United States, as well as the attorneys general for the various states in which the class members appear to reside (according to the area codes of the fax numbers reflected on Exhibit 4 of the Biggerstaff Report).

8. Proof of Claim. The Settlement Administrator shall mail each member of the Settlement Class who submitted a timely and valid Claim Form a check for their share of the Settlement Fund. Valid claims will be paid at $500.00 per fax. If this would result in total payments exceeding the Settlement Fund, however, the per fax payment shall be calculated on a *pro rata* basis. The administrator may assist class members in the completion of claim forms and is empowered to respond to class members' inquiries for that purpose. The Settlement Administrator shall determine whether a Class Member has

submitted a valid and timely Proof of Claim form. The Settlement Administrator's decision shall be final. The Settlement Administrator shall provide a list of accepted and rejected claims to counsel for the parties. The Settlement Administrator will provide copies of all claim forms to counsel for the parties.

9. Final Approval. The preliminary approval order will set a date for a final fairness hearing at which the Parties will request that the Court enter the "Final Approval Order and Judgment of Classwide Settlement" in the form attached hereto as Exhibit 3 (the "Final Approval Order").

10. Incentive Award and Attorneys' Fees. Savanna shall be paid an incentive award from the Settlement Fund $15,000.00 for representing the Settlement Class, subject to the Court's approval. In addition, Class Counsel shall be paid one third of the Settlement Fund ($850,000.00) as attorneys' fees from the Settlement Fund plus their reasonable out-of-pocket expenses not to exceed $80,000.00 inclusive of the costs of notice and settlement administration, all subject to the Court's approval. Trynex will not object to a request for these amounts, nor will Trynex appeal any award of these amounts. The awarded amounts will be set forth in the Final Approval Order and shall be paid from the Settlement Fund in accordance with paragraph 11 below.

11. Timing for Payment. The Escrow Funds shall be paid by wire transfer to the "Bock & Hatch, LLC Client Trust Account – Trynex" upon the later of the following occurring (the "Effective Date): (i) the Court enters a Final Approval Order, in substantially the form attached hereto as Exhibit 3, dismissing with prejudice the claims of all Class members (including Plaintiff) who do not properly exclude themselves as provided in the class notice; or (ii) if any class member has filed an objection, the date for filing an appeal

from such Final Approval Order has expired or, if there are appeals, the settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review. Class Counsel shall issue checks from the Escrow Funds in the awarded amounts for the Incentive Award and the Attorney's Fees and Expenses, and issue checks in the appropriate amounts to the Settlement Class members who submitted timely, valid claims. Checks issued to the Settlement Class members will be void 181 days after issuance. If the Escrow Funds are insufficient to cover all payments due under this Agreement, Trynex shall pay any additional sums within five (5) days of the Effective Date. If there are Escrow Funds remaining after all necessary payments under this Agreement have been made, they shall be returned to Trynex and distributed as set forth in the Hartford/Trynex Agreement.

12. Releases. Subject to and effective upon entry of the Final Approval Order, all class members, including Plaintiff, who do not opt out of the proposed Settlement Class ("the Releasors") as required in the Notice, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge Trynex and Hartford (and each of their current and former parents, subsidiaries, affiliates, controlled companies, officers, directors, shareholders, employees, predecessors, successors, assigns, agents and attorneys) from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to Trynex's transmission of facsimiles during December 2006 (the "Released Claims").

If any of the Releasors resides in California or are otherwise subject to California law, then such Releasor hereby waives all rights under Section 1542 of the Civil Code of California. That section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Notwithstanding the provisions of Section 1542 or any similar law of any other state, and to provide a full and complete release of Released Parties, the Releasors expressly acknowledge that this Agreement is intended to include, without limitation, in addition to the Released Claims, all claims which the Releasors do not know or suspect to exist in their favor at the time of execution of this document, and agree that the settlement agreed upon completely extinguishes all such claims.

13. Agreement Contingent Upon Entry of Final Approval. This Agreement is contingent upon entry of an order that contains the judgment giving final approval to the terms of this Agreement. If the Court refuses to grant final approval of the terms of the settlement set forth herein, or if the Court's Final Approval Order is reversed or materially modified on appeal, then this Agreement shall be null and void and neither the fact that this Agreement was made nor any stipulation, representation, agreement or assertion made in this Agreement may be used against any Party.

14. Notices. Requests for exclusion, objections to the Agreement or settlement, and notices regarding claims shall be sent to:

For Plaintiff and the Class:

Brian J. Wanca
Anderson + Wanca
3701 Algonquin Road, Suite 760
Rolling Meadows, IL 60008

Phillip A. Bock
Bock & Hatch LLC
134 N. La Salle Ave., Suite 1000
Chicago, IL 60602

For Trynex:

Stephanie W. Tipton
Litchfield Cavo LLP
303 W. Madison St., Suite 300
Chicago, IL 60606

15. Court Submission. Class Counsel will submit this Agreement and the Exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement. If the Court declines to grant preliminary approval of this Agreement and settlement and to order notice of hearing with respect to the proposed Class, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved.

16. Conditions Precedent. This Agreement is expressly contingent on (i) final approval by the Court pursuant to Federal Rule of Civil Procedure 23, which is no longer subject to appeal, and (ii) the final, non-appealable dismissal of the Litigation, with prejudice and without costs. In the event that one or more of the foregoing does not occur, this Agreement shall be deemed void *ab initio* and the Parties shall be deemed to be in the same position as existed prior to the execution of this Agreement with the same status *quo ante* rights as existed prior to the execution of this Agreement, and all other understandings and agreements between the Parties relating to the Settlement shall be deemed to be null and void and of no force and effect.

17. Right to Rescind. The Parties agree that any Party shall have the right, but not the obligation, to set aside or rescind this Agreement, if any of the following events occur: (a) more than thirty percent (30%) of the Class submits a timely, valid request for exclusion from the settlement; (b) any objection to the settlement is sustained by the Court, regardless of any right to appeal and reverse the trial court's ruling; (c) there are modifications to this Agreement made by the Court, by any other court, or by any tribunal, agency, entity, or person that are not approved or requested by all of the Parties; or (d) for any other reason the exercising Party deems appropriate. The right to rescind pursuant to subparagraphs (a) or (d) must be exercised, if at all, no later than 14 days before the date identified in the Class Notice as the date of the Final Approval hearing, or else the Parties agree that any attempted rescission shall be without effect. Rescission or setting aside is effective only if and when notice of same is filed with the Court and on all counsel.

18. Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration

19. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

20. Binding and Benefiting Others. This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members who do not

opt out, and to their respective agents, employees, representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

21. Representations and Warranties. The Parties further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

22. Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Illinois, without regard to its conflict of laws and/or choice of law provisions.

23. Mutual Interpretation. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, Class Counsel and counsel for Trynex have drafted the Agreement jointly. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, Trynex's statements regarding the merits of the claims, and Trynex acknowledges, but does not concede to or agree with, Plaintiff's statements regarding the merits of the claims.

24. No Admission of Liability. Trynex has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Trynex has denied

and continues to deny all charges of liability or wrongdoing by Trynex or any of the Released Parties. As a result, this Agreement may not be construed, in whole or in part, as an admission of fault or liability to any person by Trynex or by any of the Released Parties, nor shall this Agreement or any part thereof be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing of any kind by Trynex or any of the Released Parties.

25. Incorporation of Recitals. Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and .pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within 20 days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

28. Continuing Jurisdiction. Without affecting the finality of the final judgment, the Court shall retain for 90 days after final approval continuing jurisdiction over the Litigation and the Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement and the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement,

construction, and interpretation of this Agreement, the order preliminarily approving the settlement, the Final Approval Order and final judgment, hearing and determining an application by Class Counsel for an award of fees and expenses, and the distribution of settlement proceeds to the Settlement Class. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: 11.8.13

THE SAVANNA GROUP, INC., on behalf of itself and the Settlement Class

By: ______________________
Tim Caldwell

DATED: ______________________

TRYNEX, INC.

By: ______________________

Its: ______________________

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: 11/8/13

THE SAVANNA GROUP, INC., on behalf of itself and the Settlement Class

By: [signature]
Brian J. Wanca
Phillip A. Bock

DATED: 11-8-13

TRYNEX, INC.

By: [signature]

Its: President

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE SAVANNA GROUP, INC., an Illinois corporation, individually and as the representative of a class of similarly-situated persons, Plaintiff, v. TRYNEX, INC., Defendant.	)	No. 10-cv-7995

ORDER PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT AND APPROVING CLASS NOTICE

This matter coming before the Court by stipulation of the parties and after review and consideration of the Settlement Agreement, a hearing held on _______________, 2013, and the presentations of counsel, and the Court being duly advised in the premises, IT IS HEREBY ORDERED:

1. On _______________, Plaintiff filed an Agreed Motion for Preliminary Approval of Class Action Settlement Agreement and Notice to the Class.

2. The Court hereby certifies the following Class for purposes of settlement (defined the same way as the class the Court certified in its February 20, 2013 Order) (the "Class"):

> All persons who were successfully sent a facsimile on December 19, 2006 or December 20, 2006, from "SnowEx … Leaders in Ice Control" promoting the "best built … best backed" salt spreaders, offering "50% off on extended warranty for all of our spreaders purchased in December, 2006 and January, 2007," and instructing interested recipients to "Call 1-800-Salters for more information."

Excluded from the Settlement Class are Trynex, any parent, subsidiary, affiliate or controlled person of Trynex, as well as the officers, directors, agents, servants or employees of Trynex and the immediate family members of such persons, the named counsel in this litigation, any member of their office and/or firm, any licensed insurance company, and the members of the federal judiciary.

3. The Court appoints plaintiff, The Savanna Group, Inc., as the Class Representative and appoints attorneys Brian J. Wanca of Anderson + Wanca and Phillip A. Bock of Bock & Hatch, LLC as Class Counsel.

4. Pursuant to Rule 23, the Court preliminarily approves the settlement of this action, as embodied in the terms of the Settlement Agreement, as fair, reasonable, and in the best interests of all those who will be affected by it.

5. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.

6. The Settlement Agreement proposes notice to the Class by fax in the form of Exhibit 2 to the Settlement Agreement, with a single direct mailing by U.S. mail to any Class member who cannot be reached by fax after three attempts. The Court finds that this notice plan is reasonable and satisfies Rule 23 and the requirements of due process under the United States Constitution. The plan is approved and adopted. The Court orders the parties to provide these notices to the Class as proposed on or before ______________, 2013.

7. The Court sets deadlines and dates for the acts and events set forth in the Settlement Agreement and directs the Parties to incorporate these deadlines and dates in the Class Notice:

(a) Requests by any Class member to opt out of the settlement must be filed on or before ___________________, 2014, or be forever barred; and

(b) Objections and motions to intervene and all supporting memoranda shall be filed in this Court and postmarked and served on Class Counsel and Defendant's counsel on or before ________________________, 2014, or be forever barred; and

8. The Fairness Hearing, set forth in the Class Notice, is hereby scheduled for ______________________, 2014, at ___________ am/pm.

ENTER:

____

EXHIBIT 2

THIS IS A NOTICE OF A LAWSUIT SETTLEMENT.
You may benefit from this. Please read it carefully. You are not being sued.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE SAVANNA GROUP, INC., an Illinois corporation, individually and as the representative of a class of similarly-situated persons,	)	
Plaintiff,	)	
v.	)	No. 10-cv-7995
TRYNEX, INC.,	)	
Defendant.	)	

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons who were successfully sent a facsimile on December 19, 2006 or December 20, 2006, from "SnowEx … Leaders in Ice Control" promoting the "best built … best backed" salt spreaders, offering "50% off on extended warranty for all of our spreaders purchased in December, 2006 and January, 2007," and instructing interested recipients to "Call 1-800-Salters for more information."

A. WHY HAVE YOU RECEIVED THIS NOTICE? The Court ordered us to send you this Notice because you may be a member of the Class defined above. You were previously notified about this pending class action lawsuit. This Notice explains the nature of the lawsuit and about the parties' proposed settlement, and informs you of your legal rights and obligations. You must submit a Claim Form (attached) to receive a monetary payment.

B. WHAT IS THIS LAWSUIT ABOUT? This lawsuit is about advertisements sent about Trynex, Inc.'s ("Trynex") products in December 2006. On behalf of itself and a class of similarly-situated persons, Plaintiff filed this class action lawsuit alleging that Trynex violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, by sending advertisements by fax to the Class without their prior express invitation or permission to do so. The fax ads at issue were about salt spreaders sold by Trynex. Trynex denied Plaintiff's allegations and raised defenses to Plaintiff's claims. This description of the case is general and does not cover all of the issues and proceedings.

C. WHAT IS THE PROPOSED SETTLEMENT? Without admitting any fault or liability, and in exchange for a release of all claims against it, Trynex has agreed to make a monetary payment to each person who submits a timely and valid Proof of Claim. The monetary payment to each of the class members who submits a timely and valid Proof of Claim will correspond to the claimant's *pro rata* share of a $2,550,000.00 Settlement Fund, up to $500.00 for each of the faxes at issue successfully sent to the claimant's fax number(s) in December 2006. The Court has preliminarily approved this settlement, subject to a final fairness hearing that will occur on ___________________, at _____ __.m., in Room 1241 of the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

D. WHAT ARE YOUR FOUR OPTIONS?

1. **Return a completed claim form.** To receive a share of the Settlement Fund, you must return a completed and signed Proof of Claim postmarked on or before _____, 2014. The Proof of Claim is attached to this Notice. You may return it by fax or U.S. mail. If the Proof of Claim is timely and valid, you will receive a

check for your share of the Settlement Fund at the address listed on the Proof of Claim. You will be bound by the judgment and you will ultimately release your claims against Trynex.

2. **Do nothing and receive nothing.** If you do nothing, you will remain a member of the class but you will not receive a share of the Settlement Fund. You will be bound by the judgment and you will release your claims against Trynex.

3. **Exclude yourself from the Class and the settlement.** You have the right to exclude yourself from both the class action and the settlement by filing a written request for exclusion with the Clerk of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. Your request for exclusion must be postmarked on or before ____________, 2014, and it must list your name, fax number(s), street address, and the name and number of this case. You must also mail copies of your request for exclusion, postmarked by the same date, to Brian J. Wanca, Anderson + Wanca, 3701 Algonquin Road, Suite 760, Rolling Meadows, IL 60008, and to Stephanie W. Tipton, Litchfield Cavo LLP, 303 W. Madison St., Suite 300, Chicago, IL 60606..

4. **Object to the settlement in writing.** If you object to the settlement, and wish to submit an objection rather than excluding yourself from the class action, you must submit your objection in writing to the Clerk of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. Your objection must be postmarked by ___________, 2013. You must also serve copies of your objection and any supporting memoranda or materials on each of the attorneys for the Class and for Defendant, postmarked by the same date and addressed as follows:

For the Class:
Brian J. Wanca
Anderson + Wanca
3701 Algonquin Road, Suite 760
Rolling Meadows, IL 60008

Phillip A. Bock
Bock & Hatch LLC
134 N. La Salle Ave., Suite 1000
Chicago, IL 60602

For the Defendant:
Stephanie W. Tipton
Litchfield Cavo LLP
303 W. Madison St., Suite 300
Chicago, IL 60606

Any objection must include your name, fax number(s), and street address, the name and number of this case, and a statement of the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the Class. Please note that it is not sufficient to simply state that you object. You must state the reasons why you believe the settlement should not be approved. If you file an objection and wish it to be considered, you must also appear at the final approval hearing before Judge Amy J. St. Eve in Room 1241 of the Everett McKinley Dirksen United States Courthouse on _______________ at _____ __.m. YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.

E. **WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?** The Court will hold a hearing about the fairness of the proposed settlement. At the fairness hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of the award of costs and attorney's fees to Class Counsel. The fairness hearing will take place on ___________________, at _____ __.m., in Room 1241 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. Unless you have objected to the settlement, **you do not need to attend this hearing**. The fairness hearing may be continued to a future date without further notice. If the Court does not approve the settlement, the case will proceed as if no settlement has been attempted. If the settlement is not approved, there is no assurance that the Class will recover more than is provided in the settlement or recover anything at all.

F. WHO REPRESENTS THE CLASS? The Court appointed Plaintiff, The Savanna Group, Inc. to be the "Class Representative" and appointed the following attorney to be "Class Counsel":

Brian J. Wanca
Anderson + Wanca
3701 Algonquin Road, Suite 760
Rolling Meadows, IL 60008

Phillip A. Bock
Bock & Hatch LLC
134 N. La Salle Ave., Suite 1000
Chicago, IL 60602

At the fairness hearing, Class Counsel will request that the Court order from the Settlement Fund payment of an incentive award of $15,000 to The Savanna Group, Inc. for its services on behalf of the Class in this litigation. Additionally, Class Counsel will request an award of attorneys' fees equal to one third of the Settlement Fund plus out-of-pocket litigation expenses not to exceed $80,000, all to be paid to them from the Settlement Fund, for their work on behalf of the Class.

G. HOW DO I OBTAIN MORE INFORMATION ABOUT THE LAWSUIT OR THE SETTLEMENT?

This description of the case is general and does not cover all of the issues and proceedings. To see the complete file, including a copy of the settlement agreement, you may visit the office of the Clerk of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. The Clerk will make the files relating to the lawsuit available to you for inspection and copying at your own expense.

If you have specific questions, you can write to Class Counsel at one of the addresses listed above. Include the case number, your name, your fax number, and your current street address on any correspondence. You may also call attorney Brian J. Wanca, the lawyer for the class, at 847-368-1500.

Please do not contact the Clerk of the Court or the Defendant's attorneys, because they cannot answer your questions or give you advice about this settlement.

BY ORDER OF THE COURT
HONORABLE AMY J. ST. EVE

PROOF OF CLAIM
The Savannah Group, Inc. v. Trynex, Inc., Case No. 10-CV-7995

Fax Number: <populated by administrator>

*You Must Complete All **THREE** Steps to Claim a Share of the Settlement Fund*:

1. **You Must Provide Your Contact Information.**

Name: ____

Company: ____

Address: ____

City/State/Zip Code: ____

Fax Number(s): ____
[List All Numbers]

2. **You Must Verify Ownership of the Fax Number(s) Listed in #1 above:**

(a) "The fax number(s) listed above was/were mine or my company's throughout the month of December 2006."

____
(Sign your name here)

OR

(b) The fax number(s) listed above was/were **not** mine or my company's throughout the month of December 2006. Explain when you obtained the fax number(s) listed in #1 above:

____
____
____

____
(Sign your name here)

3. **You Must Return this Claim Form by [60 days]_______, 2014:**

(a) Fax this Claim Form to: <fax number for claims >

OR

(b) Mail this Claim Form to: [CLAIMS ADMINISTRATOR]

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE SAVANNA GROUP, INC., an Illinois corporation, individually and as the representative of a class of similarly-situated persons,	)	
Plaintiff,	)	No. 10-cv-7995
v.	)	
TRYNEX, INC.,	)	
Defendant.	)	

FINAL APPROVAL ORDER AND JUDGMENT OF CLASSWIDE SETTLEMENT

The parties' motion for final approval of a class action settlement came before the Court for a fairness hearing on ____________, 2014, at ____ a.m. in Room 1241 of the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse.

On _____________, 2013, this Court entered an order granting preliminary approval (the "Preliminary Approval Order") to the settlement reached between plaintiff, The Savanna Group, Inc. ("Plaintiff"), the Class (as defined below), and Trynex, Inc. ("Trynex" or "Defendant"), as memorialized in the parties' Settlement Agreement filed with the Court.

On _____________, 2014, the Court held a fairness hearing (the "Fairness Hearing"), for which members of the Class had been given due notice. An opportunity to be heard was given to all persons requesting to be heard in accordance with the Preliminary Approval Order.

Having considered the Parties' moving papers, the Settlement Agreement, and all other evidence submitted concerning the motion,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over Plaintiff, the members of the Class, Defendant,

and the claims asserted in this lawsuit.

2. This Court finds that the Settlement Agreement was entered into in good faith, following arm's-length negotiations, and that it was not collusive.

3. This Court grants final approval of the Settlement Agreement, including, but not limited to, the releases therein, and finds that the settlement is in all respects fair, reasonable, and adequate, and in the best interests of all those affected by it. Any timely objections that were filed have been considered and are overruled. Accordingly, this Final Judgment and Order binds all members of the Class who did not opt out.

Class Certification

4. On _________, 2013, pursuant to Rule 23, the Court certified the following Class for purposes of settlement:

> All persons who were successfully sent a facsimile on December 19, 2006 or December 20, 2006, from "SnowEx … Leaders in Ice Control" promoting the "best built … best backed" salt spreaders, offering "50% off on extended warranty for all of our spreaders purchased in December, 2006 and January, 2007," and instructing interested recipients to "Call 1-800-Salters for more information."

5. The Court previously certified the same class on a contested basis. Excluded from the Settlement Class are Trynex, any parent, subsidiary, affiliate or controlled person of Trynex, as well as the officers, directors, agents, servants or employees of Trynex and the immediate family members of such persons, the named counsel in this litigation, any member of their office and/or firm, any licensed insurance company, and the members of the federal judiciary.

6. The Court also appointed Plaintiff, The Savanna Group, Inc., as the Class Representative and appointed attorneys Brian J. Wanca of Anderson + Wanca and Phillip A. Bock of Bock & Hatch, LLC as Class Counsel.

Class Notice

7. Class Counsel submitted the Declaration of ________ to verify that the "Notice of Class Action and Proposed Settlement" (the "Notice") was sent as ordered by the Court. The Court finds that the Notice and the process by which it was sent fully complied with the requirements of Rule 23 and due process under the United States Constitution, constituted the best notice practicable under the circumstances, and was due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Objections and Opt-Outs

8. The following _____ members of the Class filed objections to the settlement: __. The Court has considered each of these objections carefully and has overruled them. None of these objections raised a valid concern about the Settlement Agreement.

9. The following __ persons validly requested exclusion from the Class: __.

Class Compensation

10. Trynex and its insurer have agreed to make a total of $2,550,000.00 available (the "Settlement Fund") to pay all valid claims, Class Counsel's attorneys' fees and expenses, an incentive award to Plaintiff, and the costs of notice and administration of this settlement. After deducting the cost of settlement administration, Class Counsel's attorneys' fees and costs, and the incentive award to the Class Representative, each Class member who submitted a valid and timely claim shall be paid from the Settlement Fund the amount of $500 per fax they were successfully sent (as reflected in the Expert Report of Robert Biggerstaff) or, if the total of such payments would exceed the Settlement Fund, their per fax, *pro rata* share of the Settlement Fund, after the other payments above. Any remaining unclaimed portion of the Settlement Fund shall revert to Trynex and its insurer in accordance with the terms of the Settlement Agreement.

11. Checks issued to the claiming Class members will be void 181 days after

issuance.

Awards of Incentive Award and Attorneys' Fees and Costs

12. Plaintiff, The Savanna Group, Inc., shall receive $15,000.00 from the Settlement Fund for serving as the class representative in this matter, in accordance with the terms of the Settlement Agreement.

13. Class Counsel shall collectively receive attorneys' fees totaling $850,000.00 (one third of the Settlement Fund) plus their reasonable out of pocket litigation expenses not to exceed $80,000.00, the Court finding such fees and expenses fair and reasonable under the facts and circumstances of this case. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

Releases and Dismissal

14. All claims or causes of action of any kind by Plaintiff and all Class members with regard to the claims at issue in this suit regarding Trynex's fax advertisements sent in December 2006 are forever barred and released pursuant to the terms of the releases set forth in the parties' Settlement Agreement.

15. This lawsuit is dismissed with prejudice as to Plaintiff and all members of the Class (except that the dismissal is without prejudice as to those persons identified above who submitted valid exclusions from the Class), and without fees or costs except as provided above.

Other Provisions

16. The Court adopts and incorporates all of the terms of the Settlement Agreement by reference here.

17. For 90 days, this Court retains continuing jurisdiction over this action, Plaintiff, all members of the Class, and Trynex to determine all matters relating in any way to this Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including,

but not limited to, their administration, implementation, interpretation, or enforcement.

18. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

19. If (a) the Settlement Agreement is terminated pursuant to its terms, or (b) the Settlement Agreement or Final Approval Order and Judgment do not for any reason become effective, or (c) the Settlement Agreement or Final Approval Order and Judgment are reversed, vacated, or modified in any material or substantive respect, then any and all orders entered pursuant to the Settlement Agreement shall be deemed vacated. If the settlement does not become final in accordance with the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be void and shall be deemed vacated.

Dated: ____________________ ________________________________

Judge Amy J. St. Eve